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Union-Endicott Central School District
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Union-Endicott Central School District

Agreement between the

Superintendent of Schools Union-Endicott CSD and the

School District Office Personnel Association **RECEIVED**

FEB 22 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2004 - June 30, 2007

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1. COLLECTIVE BARGAINING AGREEMENT

A. This Agreement made and entered into this 25th day of June, 2004, by and between the Union-Endicott Central School District of the Towns of Union, Broome County, and Owego, Tioga County, New York and the SCHOOL DISTRICT OFFICE PERSONNEL ASSOCIATION of the Union Endicott Central School District. This Agreement is effective from July 1, 2004 through June 30, 2007 or until a new Agreement is reached.

B. Purpose & Recognition:

It is agreed by and between the parties that the purpose of this agreement is to set terms and conditions of employment for bargaining unit members exclusively represented by the Office Personnel Association in the job titles: Account Clerk, Account Clerk Typist, Benefits Assistant, Clerk, Library Clerk, Receptionist Typist, Secretary, Senior Account Clerk, Senior Library Clerk, Senior Typist, Student Records Specialist, and Typist.

C. Conformity To Law:

The terms of this contract shall not apply where inconsistent with constitutional, statutory or other legal provisions.

If any provision of this contract is found to be contrary to law by any Court of competent jurisdiction from whose Decree or Judgment no Appeal has been taken within the time provided for by law, such provision of the contract shall be deemed to be modified to conform to said decision. All other provisions of this contract shall, nevertheless, remain in full force and effect.

2. LEGAL PROVISIONS

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

3. DUES AND DEDUCTIONS

- A. The Board shall deduct from the salaries of bargaining unit members dues for the School District Office Personnel Association and its affiliated organizations as said bargaining unit members individually and voluntarily authorize, in writing, the Board to deduct.
- B. The total amount of annual unified dues for the Association (local and state organizations) shall be deducted in no more than twenty (20) equal installments beginning on the 2nd scheduled pay period in each September and shall continue until termination of employment or until the Board receives a written withdrawal of authorization by a bargaining unit member. In the event a

bargaining unit member commences employment after the 2nd pay period, his/her dues shall be deducted in equal payments not to exceed twenty (20).

Bargaining unit members may withdraw authorization for deduction of dues to the Association during the period between September 1st and September 15th of any given year.

- C. Additional dues deductions, at the twenty (20) installment rate, shall commence on the second (2nd) regularly scheduled pay period following submission of written authorization to the Board.
- D. The total amount of accumulated dues deducted shall be transmitted to the Association immediately following each pay period. The first (1st) payment in each September shall include a list of bargaining unit members' names and the amount deducted for the Association. Additions or deletions from said list will be noted in each payment as they occur.
- E. The Association shall give the Board at least thirty (30) days written notice prior to the effective date of a change in the amount of annual dues, and the dues deduction installment rate shall be changed on the first (1st) pay period following said effective date.
- F. The Business Office shall notify the Association within ten (10) days should it receive a withdrawal of authorization from a bargaining unit member.

G. Agency Shop Fee

The Union-Endicott Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Office Personnel Association (OPA) an agency fee in the amount equivalent to the unified dues levied by OPA and shall promptly transmit the sum so deducted to OPA, in accordance with Chapters 677 and 678 of the Laws of the State of New York, as amended. OPA affirms that it has adopted such procedure for refund of agency shop fee deduction as statutorily required. This provision for agency shop fee deduction shall continue in effect so long as OPA maintains such a procedure.

Deduction of this agency fee shall be made consistent with the dues deduction schedule of this Agreement (Article 3.B., 3.C., 3.D.) or in such other manner as the parties may agree in writing.

OPA will provide the District with legal counsel for any litigation which arises as a result of the agency fee language contained in Article 3 of this agreement.

H. Tax Sheltered Annuities

The Board shall authorize deductions from bargaining unit members' salaries for payments to tax-sheltered annuities programs and transmit said payments to such insurance carriers as said bargaining unit members may designate and authorize. Said deductions are limited to those annuities with a minimum of five (5) participants.

I. Credit Union Deductions

The Board shall authorize deductions from bargaining unit members' salaries for payments to the Broome County Teachers Federal Credit Union, the Broome County United Fund and savings bonds as said bargaining unit members may elect and authorize.

4. GENERAL PROVISIONS

A. Employees' Rights and Responsibilities

No member of the Unit represented by the Union shall suffer any employment or other disadvantages by reason of his/her membership in the Union, or participation in any of its lawful activities.

B. District Policies, Regulations and Practices

The District and the Union agree that this Agreement shall supercede any written policy, rule or regulation of the District which is contrary to or inconsistent with, the express terms of this Agreement.

C. Reproduction and Distribution of Agreement

This Agreement shall be copied and distributed at the expense of the District to all members of the bargaining unit.

D. The District shall, upon request, notify the Association of any bargaining unit employees who are hired or leave the employ of the District.

5. ASSOCIATION RIGHTS

- A.** Bulletin board space shall be made available by arrangement with each building principal for the posting of Office Personnel Association communications. Said arrangements will reflect the District-wide policy on said matters. Meeting rooms will be provided in accordance with prevailing District policy at the time of the request regarding use of District facilities by private groups. Bulletin boards and mail service may not, under any circumstances, be used for personal attacks upon the District administrators or personnel.
- B.** Bargaining unit members shall have the right to Association representation at employer conferences, interviews, or interrogations, which may lead to disciplinary action. The bargaining unit member's right to representation, as defined by this article, shall in no way impede the District's right to take prompt disciplinary action. Failure of the District to notify the employee of the disciplinary nature of the interview or conference shall not invalidate any disciplinary action taken by the employer. It shall not be the obligation of the District to notify the employee of his or her rights under this section.
- C.** The District maintains that union business should be conducted outside normal work hours. Any matters which affect the Association or its members which can be scheduled after work hours will be scheduled after work hours. An employee

may use personal leave days (provided under Personal Business for legal proceedings - p. 13), subject to advance approval by the Superintendent of Schools (or his designee) a minimum of three (3) work days, in advance, for any court appearance or administrative hearing, where the employee is legally required to attend, that cannot be scheduled outside the work day, up to a maximum of two work days per year. Proof of the employee's involvement must be provided. Time off allowed shall be only that which is needed for the employee to attend the hearing, or portion of the hearing in which the employee is directly involved, and to return to his/her job in a reasonable time thereafter.

6. ABSENCES AND LEAVES

A. Leave by Request

1. The Board of Education may, upon the recommendation of the Superintendent of Schools, grant leaves of absence to bargaining unit members. Leaves of absence shall be without pay. All existing employment rights shall be maintained as per the agreement but not increased due to the leave.
2. Bargaining unit members returning from a leave of absence shall be placed in a position within the civil service title, if such position is available.
3. Any bargaining unit member who is absent for ten (10) consecutive workdays for reasons of personal medical/disability must submit to the Personnel Office a request for a leave of absence prior to the end of the tenth day of absence. This notification of absence (unless medical circumstances prevent the employee from providing the requisite notice) is a mandatory procedure that allows the bargaining unit member access to contractual leave provisions. If the bargaining unit member is physically unable to submit a written leave request, then the bargaining unit member, or his/her designee, may contact the Personnel Office by telephone to notify them of the absence no later than the tenth day of absence. The leave of absence request will be filed on a leave form provided by the Personnel Office and must be accompanied by a letter from the bargaining unit member's physician stating the following:
 - The date on which the employee's medical/disability condition began.
 - The anticipated length of the medical disability.

In order to qualify for an extension of the notification requirements of this article, the employee will have to provide a letter from a medical doctor indicating that the employee was physically incapable of compliance with the notification requirements of this article. In no case, however, will an exception of the requirement to apply for a leave of absence, as required by this article, extend beyond the fifteenth day of absence.

4. All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

B. Disability Leave

1. Any bargaining unit member who anticipates undergoing a state of disability such as, but not limited to, hospitalization or medical treatment may apply for a leave of absence based upon the anticipated disability according to the provisions of the article. In all such instances an approved leave of absence must be granted before the leave is begun.
2. Limited Duty Return To Work

A bargaining unit member may return to active duty as soon as the member, in the opinion of the school physician, can perform the essential duties of his/her job. The bargaining unit member shall have the option to provide information to the school physician prior to his/her recommendation.

3. Accumulated sick leave may be used during a disability leave of absence upon the written request of the employee to use accumulated sick leave time. Use of accumulated sick leave time will be in accordance with the provisions of the sick leave article (6D) in this agreement.

An employee who is absent from work and does not have sufficient number of accumulated sick leave days (or days granted from the Sick Leave Bank). To cover the period of absence, must apply for a leave of absence prior to the last day covered by the sick leave (or Sick Bank). If application for a leave of absence is not received prior to the exhaustion of accumulated sick leave days, the absences occurring until the employee either applies for a disability leave of absence or returns to work shall be considered unauthorized absences and will be charged as "payroll deduct" days.

4. Request for Leave Based Upon Physical/Medical Disability
 - a. Any bargaining unit member who desires to continue working during the period of time when disability has been identified up to the day the disability prevents the performance of required duties, shall be allowed to work provided the bargaining unit member produces a physician's statement asserting that said bargaining unit member is physically/medically capable of performing all duties required, up to and including the date when work is to cease.
 - b. In the event that situations develop which contradict the original physician's statement, then the school physician shall be asked for an evaluation.

In no case shall the District be obligated to permit a bargaining unit member anticipating a state of disability to continue in the performance of duties where the established performance has declined substantially or is declining at a rapid rate. Said decision shall be at the discretion of a neutral physician.

The bargaining unit member requesting a disability leave shall indicate in writing the anticipated date when the leave is to commence and the

anticipated date when the leave ends following recovery from the disability.

5. Return to Duty

The bargaining unit member who has been on disability leave and who desires to return to duty following recovery from the disability must produce a physician's statement stating that the bargaining unit member is capable of resuming duties expected in the District.

6. Extension of Disability Leave

- a. Extension of leaves for disability reasons may be granted. The bargaining unit member must make application and the disability must be verified by a physician. Said extension request will list the date the bargaining unit member is to return to work. Before returning to work, a physician's statement authorizing a return to full-time duty will be required.
- b. The provisions of this Agreement shall not impose an obligation to grant or to extend a leave beyond the school year (July 1 - June 30) in which the leave was taken.

C. Child Care Leave

Any bargaining unit member, regardless of sex, shall have the right to apply for a leave without pay for childcare purposes. In cases where both husband and wife are bargaining unit members in this school district, only one of the pair shall be entitled to leave.

The application for childcare leave must be made no later than the end of the period of medical disability following the birth of a child, or when the child becomes a member of the family unit in the case of adoption of a child.

1. Child-care leave may be granted for a period of time up to one year from the end of the period of medical disability following the birth of a child. An additional year of childcare leave may be granted at the discretion of the Superintendent (or designee).

2. Return Assignment

A bargaining unit member who has been granted a child-care leave, upon returning to duty may be assigned to any position in the school district within Civil Service title held by the bargaining unit member.

3. Family and Medical Leave Act

All leave time granted under the provisions of this article shall count toward the 12-week leave requirement of the Family and Medical Leave Act (FMLA).

D. Sick Leave

1. Employees shall be entitled to sick leave without loss of pay.
2. Sick leave shall be credited at the rate of one (1) day per month for each month in which the employee works more than 50% of the maximum possible number of work days in the month (according to the District calendar for office personnel) to a maximum of:
 - 12 month employees-12 days per year (no cap accumulation)*
 - 10 1/2 month employees-11 days per year (no cap accumulation)*
 - 10 month employees-10 days per year (no cap accumulation)*
3. Current sick leave entitlement will be credited to each employee at the beginning of the school year with such leave being added to any sick leave accumulation the employee had at the end of the previous school year. The Building Principal or Supervisor shall notify each employee of his/her leave status by October 1 of each year.
4. Any unused sick leave days shall be carried forward, but the total of accumulated leave shall have no limit.
5. Employees who begin employment during the school year shall be credited with a pro-ration of the annual sick leave based upon time remaining between the starting date and the following June 30th. Such days shall be determined at the initial date of employment and credited to the employee at that time. If an employee leaves the school district mid-year, a pro-ration of leaves effective the last day worked will be calculated. In the event that an overusage of the pro-rated amount of leave exists, the appropriate amount will be deducted from the employee's final paycheck to compensate for the overusage.
6. The District may require a doctor's certificate for absences of 3 days or more, or under such other conditions as may be determined by the Superintendent of Schools.
7. When an employee moves from a part-time to a full-time position or when an employee moves from a full-time to a part-time position, the sick days earned while working in the first position will be pro-rated to an equivalent number of full sick days (rounded to the nearest whole number).

Example #1: An employee who earns ten (10) sick days while working four hours per day will have five (5) accumulated sick days upon moving to a seven and a half hours per day position.

($4/7.5 \times 10 = 5.33$; rounded to 5 days)

Example #2: An employee who earns ten (10) sick days while working seven and one-half (7-1/2) hours per day will have eleven (11) accumulated sick days upon moving to a seven hour per day position. ($7.5/7 \times 10 = 10.7$; rounded to 11 days)

8. An employee who intends to be absent from work due to sickness shall give at least customary early morning notice each day of absence, unless (s)he anticipates a period of absence from work of more than three (3) working days. Customary early morning notice shall mean sufficient time to contact a substitute employee, if administrative staff decide a substitute employee is needed, and sufficient time to have the substitute report to work at the regular employee's start time.

Except in emergency situations, employees anticipating absences from work of more than three (3) working days shall give notice of the length of the anticipated absence from work and anticipated day/date of return to work.

- a. For the purposes of this paragraph, emergency shall be defined as the employee being incapacitated from providing notice. Incapacitation shall be documented (e.g. physician's statement or emergency room statement).
9. Bargaining unit members may take up to five (5) days of paid sick leave for a serious illness in the immediate family. Definition of "immediate family": spouse, children, parents, or parents-in-law, brother, sister, grandchild, or any other non-relative living with and dependent upon the employee.

E. Sick Leave Bank

1. Association shall assess one (1) day contribution from bargaining unit members to initially fund the OPA Sick Bank.
2. If bank falls below 25 days, employees will have to replenish the bank by contributing one (1) day from accumulated sick leave.
3. Committee
 - a. Members:
 - Two (2) members from the Office Personnel Association (chosen by president of association).
 - Supervisor of employee.
 - Superintendent's designee.
 - b. Simple majority vote for first application of the bank.
 - c. Unanimous vote for second application to the bank for the same illness. Similar diagnosis within a 6 month period of time shall be considered the same illness, and will require unanimous approval.
4. Guidelines
 - a. Written request.

- b. Physician's written statement required, stating nature of the illness and the expected date of return.
 - c. Exhaustion of employee's own accumulated sick time.
 - d. Applicant must have worked for the district for at least one year to be eligible to receive sick bank consideration.
 - e. Decision to be based on:
 - nature of the current illness.
 - length of employment with the U-E district.
 - prior attendance history.
 - Any other criteria as determined by members of the sick bank committee.
 - f. Employees may apply for up to 5 days of additional leave from the sick bank for each year of service, up to a maximum of 60 days during the employment of that individual.
5. The provisions of this article apply only to current illnesses of the employee. Similar diagnosis within a 6 month period of time shall be considered the same illness.
6. Request for days from the sick bank may be denied if:
- a. An employee has used 50% or more of his/her sick leave during each year of employment, unless a physician's statement explains the reason for the absences.
 - b. An employee demonstrates a regular pattern of absences (e.g. frequently absent on Mondays or Fridays or uses sick days in a regular weekly or monthly pattern), unless such absences are explained by a physician's statement.
7. Permanently disabled persons are not eligible.
8. Employees receiving disability or Workers' Compensation payments are eligible to receive only the difference between the disability payment and the employees regular salary.
9. Decisions made by the sick bank committee shall not be subject to grievance.

F. Jury Duty

- 1. Bargaining unit members serving jury duty may do so with no loss of pay. For such days as a bargaining unit member is serving on jury duty, the District will pay the difference between compensation received for jury duty and the regular daily rate of the bargaining unit member. The District shall not, however, be responsible for mileage, parking, or other expenses incurred by the bargaining unit member while serving on such duty.

2. Bargaining unit members serving jury duty will be expected to report for work on any day in which he/she has been excused from jury duty by eleven o'clock a.m., and the bargaining unit member shall return to work in a timely manner to be available for duty immediately following the normal lunch period.

G. Personal Business

1. Bargaining unit members will receive three (3) personal days each year. No reasons will be given. Unused personal leave days may be carried over into the following school year. A bargaining unit member's personal leave accumulation may not exceed five (5) at the beginning of or during a school year.
2. Personal days shall not be used for the following reasons: the first day of hunting/fishing season; Superintendent's Conference Days; Parent/Teacher Conference Days; the first/last day of school; before/after a vacation or holiday; social or recreational purposes; other employment or business venture; or other business that could have been conducted during non-work hours. Non-conforming leave days or the use of sick leave under this article can be requested and may be granted at the discretion of the Superintendent of Schools or his designee. The Superintendent and the OPA President will meet with the unit member to resolve possible violations of this article.
3. One unused personal day above the five (5) accumulated personal days will be added to the bargaining unit member's accumulated sick leave.

H. Bereavement

Employees shall be entitled to a maximum of three (3) days of paid leave for a death in the family, except that a maximum of five (5) days of paid leave may be used for the death of a spouse or a child. "Family" shall mean husband, wife, son or daughter, father or mother, father-in-law, mother-in-law, anyone who served in the parental capacity, grandmother or grandfather, grandchild, brother or sister, brother-in-law or sister-in-law, stepparents and stepchildren. The use of bereavement is per incident (death). (Effective July 1, 2001)

I. Short-Term Leave

Bargaining unit members will be allowed to take a short-term unpaid leave of absence of up to five (5) days duration subject to the following conditions:

- One bargaining unit member will be allowed to be on leave at any one time unless the Superintendent of Schools at his discretion waives this provision.
- Approval of a short-term leave of absence will be contingent upon the district's ability to find a qualified substitute to replace the absent bargaining unit member if a substitute is required. Determination of whether a substitute

is required and the determination of “qualified” will be at the discretion of district administrators.

- Request for a short-term leave of absence may be made only once per year.
- Request for a short-term leave of absence must be received at least one (1) month prior to the leave.
- Short-term leave will not be available during the opening or closing week of school nor at other key times during the school year (e.g. preparation for high school graduation) when the absence of the bargaining unit member will be disruptive. (Effective July 1, 2001)

TRANSFER/ASSIGNMENTS

In making transfers and/or promotions, seniority shall be a factor provided the senior employee possesses the necessary civil service recognition or applies for said recognition. In any transfer, employees retain their total length of service credit for all benefits.

1. If any employee is involuntarily transferred by the District, the employee shall receive notice, in writing, at least ten (10) work days in advance of said transfer.

During this ten work day period, each affected employee shall have the right to convene a meeting with her supervisor, at which time a good faith discussion shall explore possible alternative solutions and shall provide each affected employee an opportunity to put forth argument against the proposed change. Up to two representatives each for the Association and the District shall have standing to attend this meeting.

The District commits to a good faith review and analysis of alternatives and positions put forth by the affected employee and/or the Association at the aforementioned meeting.

The District reserves the right to change schedules or building site assignments consistent with its managerial prerogatives once it has completed the aforementioned process.

Personnel office has sole responsibility for procedures within Civil Service rules and regulations. Procedures and requirements outside of those set by the Broome County Department of Personnel will not be superimposed on the unit.

It is understood that credential determinations, eligibility, screening and other employment activity will be limited to activity completely controlled by the Broome County Department of Personnel. In cases of eligibility lists and/or approved applications, no other credentials will be requested of the candidate.

2. Bargaining unit members shall be given first (1st) opportunity to apply for vacant positions.
3. For all transfers (voluntary and/or involuntary) the transfer should occur within 30 calendar days of the offer. If transfer is not possible within 30 days, reasons for the delay will be provided to the employee. In no event shall the transfer be completed later than 45 days of the offer.

8. PERSONNEL INFORMATION AND DATA

A. Information for New Employees

Upon beginning employment, and within 15 school days from effective date of employment, the District will furnish the bargaining unit member with all relevant information, as is available, concerning District programs relating to Retirement System, Social Security, Health Insurance.

B. Data and Records

1. The bargaining unit member is responsible for filing payroll information and other personnel data, as requested by the District and thereafter to inform the District of any change in personal status that may affect such payroll or program relationships.
2. Bargaining unit members shall have the right to review their personnel file, with the exception of pre-employment letters of recommendation and other pre-employment confidential information. The personnel file may not be removed from the office location by the bargaining unit member or his representative. Copies of any material contained in the personnel file of the bargaining unit member may be made available to that member or his representative. The personnel file mentioned herein shall be that file as maintained in the District Administration Office. The member shall sign the material to show that he/she has reviewed the document but not necessarily in agreement with the contents thereof.
3. The bargaining unit member has the right to attach a rebuttal to any material placed in his/her personnel file provided said rebuttal is placed in the file within thirty (30) days after said bargaining unit member knew of the materials.
4. Access to the personnel file of any bargaining unit member shall be limited to any regular business day. A bargaining unit member may have access to his/her personnel file after submitting to the personnel office his/her request to review its contents.

Time required to gain access to the personnel file of the bargaining unit member when such access is desired in relation to a grievance shall not adversely affect the time limits stipulated in the grievance process.

5. A bargaining unit member's signature, if required to be affixed to any material to be placed in his/her file, indicates only that he/she has knowledge of the material being so placed.

9. WORKDAY/WORK YEAR

A. Early Dismissal

Except for the titles Library Clerk and Senior Library Clerk, on Fridays, parties to this Agreement may terminate their day one-half hour early. Such termination will not

result in loss of pay, provided the workweek of 37 1/2 hours (less holidays or other predetermined calendar days off) is satisfied. For example, if workweek includes only three (3) work days, the employee may terminate work ½ hour early on the final day of the workweek if (s)he has satisfied the requirement of working 22 ½ hours during that workweek. The workweek determination will be made by following those days listed on the yearly school calendar (for office personnel).

Employees who work fewer than twenty (20) hours per week may terminate their workweek fifteen (15) minutes early provided that they work the full number of hours in their workweek, less any holidays and other pre-determined calendar days off.

The Superintendent of Schools, at his sole discretion, may from time to time authorize the early dismissal of staff covered by terms of this contract. Such authorization for early dismissal shall not constitute a precedent or practice, nor shall it create any obligation to permit early dismissal at a future time.

B. Workday

1. OFFICE PERSONNEL

Full-time personnel - 7 1/2 hours per day

Part-time personnel - less than 20 hours per week

2. LIBRARY CLERKS

Full-time personnel – 7 hours per day

Part-time personnel – less than 20 hours per week

C. Overtime

1. Overtime will be paid at the rate of 1-1/2 times the normal base hourly rate of pay for work hours in excess of thirty-seven and a half (37-1/2) hours per workweek.
2. "Paid legal holiday" or a "no work scheduled/not a paid day" will be the same as having worked 7-1/2 hours toward the weekly total of 37-1/2 hours for the purpose of computing overtime rates. "Paid legal holiday" and "no work scheduled/not a paid day" shall be those days designated by the District work calendar for Office Personnel.

D. Work Year

1. For Office Personnel, the calendar for the work year shall consist of 260 days for 12-month employees, 213 days for 10 1/2-month employees and 195 days for 10-month employees.
2. The above includes the paid holidays for each group.

E. The work year for Senior Library Clerk/District Library Clerk, Senior Library Clerk/Cataloguing Clerk, and two Library Clerks/Processing Clerks may be extended by up to three weeks (fifteen work days).

F. Workweek for Payroll Purposes :

For payroll purposes only, the workweek will begin 12:01 a.m. on Sunday and end at midnight on Saturday.

10. VACATIONS - 12 MONTH OFFICE PERSONNEL

A. Time for vacations must be taken after time is worked. The following will govern vacations taken:

<i>1 - 6 years of service</i>	<i>- ten days per year</i>
<i>7 - 12 years of service</i>	<i>- fifteen days per year</i>
<i>13 - 19 years of service</i>	<i>- twenty days per year</i>
<i>20 years or more</i>	<i>twenty-one days per year</i>

Vacation time for an employee who is on unpaid leave for a portion of the school year will receive a pro rated number of vacation days based on the fraction of the school year he/she is on paid status. [This does not include an unpaid child care leave or worker's compensation.]

B. Service is defined as consecutive years of work for the Union-Endicott Central School District. Only time on paid status will be counted for the purpose of determining district service. District service will be calculated in units of months. A month of service will be earned for any month in which the employee is on paid status more than fifty percent of the maximum number of workdays in the month. Monthly workdays will be determined by the work calendar created by the District. [This does not include an unpaid childcare leave or workers compensation.]

C. Full vacation time will be computed for a fiscal year beginning July 1 and ending June 30.

D. Partial vacation time for new employees will be computed as follows:

Accrual Basis

<u>Employment Begins</u>	<u>Vacation Days</u>
Aug. 1 - 31	9
Sept. 1 - 30	8
Oct. 1 - 31	7
Nov. 1 - 30	6
Dec. 1 - 31	5
Jan. 1 - 31	4

Feb. 1 - 28 (29)	3
Mar. 1 - 31	2

Vacations based on the above chart must be taken during the following year beginning July 1 and ending June 30.

To allow for special circumstances, five (5) days carry over vacation time may be allowed, subject to advance approval of not less than one (1) month.

For example: an employee who earns four weeks vacation per year would be allowed to accumulate a maximum of 25 vacation days; at least 20 of the accumulated days would have to be used before June 30.

Approval must come from the immediate supervisor and will not result in the placement of a substitute when the employee is absent. Vacations must be approved in advance by the principal or in the case of a non-school location, the immediate supervisor. Such approval will be in writing and a copy will be forwarded to the personnel office for inclusion in the employee's personnel folder. Vacation time also must be recorded on the attendance card.

Full vacation credit is transferred with the employee to any new position. When an employee of the Association transfers from a ten-month to a twelve-month position, adjustment for vacation time will be made according to the following formula:

$$\frac{\text{Years of Service} \times 10}{12} = \text{Years of service for vacation purposes}$$

Bargaining unit members will be compensated for their accrued vacation time upon termination of employment.

- E. New employees hired by the District between July 1 and December 31 will be given 1 year of credit for the purpose of computing vacation time. Credit will be granted July 1 of the year following the date of hire.

For example: an employee hired November 15, 1995 (or any time prior to December 31, 1995) would receive credit for 1 year of service on July 1, 1996, for the purpose of determining vacation time.

Service credit described in this article shall be used only in the determination of vacation time and shall have no effect on the computation of seniority.

11: HOLIDAYS

- A. There shall be twelve (12) holidays for 12-month employees.
- B. There shall be eleven (11) holidays for 10 ½ -month employees and ten (10) holidays for 10-month employees.

C. In addition to the above, 12-month personnel shall receive full salary for one unworked day if the total number of paid days is fewer than 260.

D. The holidays above are as listed:

4th of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Martin Luther King Day

12. VARIATIONS OF WORK YEAR

The time to be worked for all office employees will be consistent with terms of the Agreement. Temporary hardship deviation will be reviewed by the immediate supervisor and Assistant Superintendent for Administrative Services before being approved.

13. STARTING TIME

The starting time for each location will be determined by the daily schedule in each location and may be changed upon two-week prior notice to the affected employee(s) and the Association president. The starting time may be changed once annually by not more than +/- two hours. Beginning July 1, 1997, no bargaining unit member shall be assigned a regular daily work schedule which requires reporting to work earlier than 6:45 a.m. or staying at work later than 5:30 p.m.

14. SUMMER HOURS

(does not apply to Library Clerks or Senior Library Clerks)

Employees represented by the bargaining unit shall be allowed to adjust their regular starting/ending work time by +/- one-half (1/2) hour during the months of July and August

providing that said employees continue to work 37.5 hours per week (less holidays and other pre-determined days off per work calendar for office personnel) during those months. Employees will be allowed to reduce their lunch break to thirty (30) minutes during July and August.

Any flexible scheduling plan for July and August shall be recommended by the employee's immediate supervisor and subject to approval by the Superintendent of Schools. The plan must provide coverage for all district buildings and offices during normal district business hours.

15. LUNCH PERIOD

Flexible lunch periods, a minimum of thirty minutes per day, at every school can be worked out with the immediate supervisor, as long as the required number of hours are worked and the work site is covered. Said flexibility is not meant to provide lunch periods at the beginning or ending hours of any workday.

16. RETIREMENT

- A. The New York State Employees' Retirement System Plan 75-i will be made available to members of the bargaining unit. Determination of mandatory and non-mandatory membership in the Retirement System will be determined by Retirement System rules.
- B. Retirement Benefit
 - 1. Qualifications for Retirement Benefit
 - a. Age 55 or older and covered under the District health insurance plan.
 - b. Minimum 15 years of full-time, 20 years part-time, continuous service to the Union-Endicott Central School District. Employees who have served the District in both full-time and part-time capacities may have part-time continuous service credited toward the 15 year full-time eligibility criterion at the rate of two half-time years of service (i.e. 19 hour/week positions) for one full year of service.
 - 1) Continuous years of service shall constitute all years of service for which the employee has encumbered a position within the job title. Only time on paid status shall be counted for the purpose of determining eligibility for this benefit.
 - NOTE:** It is understood that these eligibility qualifications (1a. and 1b.) are intended to be the same as if a person were to retire under the New York State Employees' Retirement System.*
 - c. Letter of resignation (for retirement) submitted at least four (4) months prior to last day of employment.

- d. Sick days will be computed as earned, e.g. when part-time, a person earns 1/2 of a full-time employee's day.

Individual bargaining unit members accumulated sick leave accruals shall be reviewed, upon request of the employee, at the time notice of resignation (retirement) is submitted to the District.

2. Benefit

- a. Health insurance is to be determined by percentage of unused sick time accumulated on the last day of employment prior to retirement and the qualifications listed in section 1 of this article.

% of Unused Sick Days	Less than 30% ¹	30-49%	50 – 59%	60% +
Individual Policy	50%	75%	80%	85%
			or 75% and \$3000/\$1500*	or 75% and \$6000/\$3000*
Family Policy	35%	60%	65%	70%
			or 60% and \$3000/\$1500*	or 60% and \$6000/\$3000*

1) Computation of Sick Days

$$\% = \frac{\text{\# of Unused Days at Retirement}^2 \times 100}{\text{Maximum Possible \# of Sick Days}^3}$$

EXAMPLE:

$$\frac{100 \text{ Unused Sick Days}}{\text{Maximum Possible (200)}} = .5 \times 100 = 50\%$$

Eligible for:

80% individual coverage or

75% individual coverage and \$3000/\$1500.

65% family coverage or

¹ This column applies only to bargaining unit members hired after July 1, 1997.

* Part-time employee

² Number of unused sick days at retirement will be calculated based on available records.

³ Maximum possible number of sick days at retirement will be calculated based on available records.

60% family coverage and \$3000/\$1500

- 2) Benefit is available to a qualified employee retiring from service with the Union-Endicott Central School District and surviving spouse. Retiree (or surviving spouse) shall be responsible for portion of insurance premium not paid by the District. Failure of retiree or surviving spouse to pay the required portion of the insurance premium will result in cancellation of the policy.

17A HEALTH INSURANCE

A. Health Insurance

1. Effective July 1, 2004, the District will make available to bargaining unit members the following health insurance plans:
 - a. Blue Cross/Blue Shield PPO Plan H (\$5/\$15/\$30 prescriptions), or;
 - b. Blue Cross/Blue Shield Traditional Indemnity Plan with Major Medical (prescriptions under Major Medical); Major Medical deductible \$75 per individual and \$225 per family.
2. Health insurance shall be provided as agreed by the parties, with the District contributing 95% of the cost of individual coverage and 90% of family coverage. Said plan shall continue the statewide plan guarantees for disabled employees (up to two years coverage), retired employees at a 50/35% participation rate (exclusive of those retirees that accept employment wherein they have equal or better health care coverage) and the right to surviving spouse and dependents to be covered through payment of 100% of the cost of the plan by said spouse and dependent.
 - a. Employee contributions toward the health insurance premium will be made on a pre-tax basis in accordance with Internal Revenue Service Law.
3. Members represented by the Office Personnel Association who are assigned a regular work schedule of at least twenty (20) hours per week shall be entitled to health insurance benefits provided by this article (i.e. 17A). Part-time employees (i.e. those scheduled to work fewer than twenty (20) hours per week) are not eligible to receive health insurance benefits. Temporary assignments will not make an employee eligible for health insurance benefits.

B. Dental Insurance

The District will research the opportunity for the Association to be part of the Dental Committee.

1. Effective July 1, 1997, the District will provide the Dental Assistance Plan.

NOTE: The Dental Assistance Plan is a self-insured plan currently administered by SIEBA, Ltd. The District reserves the right to change plan administrators if there is no change in dental benefits guaranteed by this labor contract.

2. Said plan shall continue the statewide plan guarantees for disabled employees (up to two years coverage), retired employees at a 50/35% participation rate (exclusive of those retirees that accept employment wherein they have equal or better health care coverage) and the right to surviving spouse and dependents to be covered through payment of 100% of the cost of the plan by said spouse and dependent.
3. Members represented by the Office Personnel Association hired after July 1, 1989, and who are assigned a regular work schedule of at least twenty (20) hours per week shall be entitled to dental insurance benefits provided by this article (i.e. 17B). Part-time employees (i.e. those scheduled to work fewer than twenty (20) hours per week), hired after July 1, 1989, are not eligible to receive dental insurance benefits. Temporary assignments will not make an employee eligible for dental insurance benefits.
 - a. Members represented by the Association who were hired prior to July 1, 1989, will be eligible for dental insurance benefits according to the qualifications (i.e. 20 hours of scheduled work per week or \$4000 salary per year) in effect at the time of their hire.

C. Dental Insurance - Retirees

1. Employees represented by the Office Personnel Association who retire during the term of this agreement will have the option to assume (pick up) the full cost of the group dental insurance program in effect at that time.
2. Payment will be made directly to the district. It will be the employee's obligation to request this arrangement by contacting the personnel office prior to retirement.
3. If the option is not selected prior to retirement, then it will not be available to the retired employee.

18. SNOW DAYS / EMERGENCY CLOSINGS

Snow Days will be treated as per the July 2003 Memorandum of Agreement (attached).

- A. Snow days will be paid days off for all members of the Bargaining Unit except for the positions listed. Bargaining unit members who work on snow days will receive compensatory time off prior to June 30 of that work year. There will be no accrual of compensatory time into the next school year. It is further agreed that when a snow day occurs on a Friday or Monday before a payroll is due, a payroll clerk may be asked to work.

UEHS Principal's Office

1 person

UEHS Guidance Office	1 person
Personnel Office	1 person
Receptionist (District Office)	1 person
District Buildings & Grounds Office	1 person

- B. Each September, principals and supervisors will designate the individual or individuals who will be required to come to work on a snow day. If personnel are assigned on a rotating basis, the principal or supervisor will indicate the assignment rotation to be used.

In the event that students are dismissed early from school because of inclement weather or other emergency, bargaining unit members are to remain in their buildings until the building principal or other administrator in charge dismisses office personnel.

Dismissal of staff located at the District Office, the Athletic Office, and the Transportation Office will be made by the Superintendent of Schools (or designee) after the duties of the bargaining unit members relating to the emergency closing and other essential functions of the district have been completed (e.g. work related to canceling or postponing athletic activities).

- C. The Superintendent of Schools shall have the right to reschedule up to one (1) work day when school is closed for emergency reasons. This day will be rescheduled only when emergency school closings necessitate additional instructional days to meet state regulations for minimum instruction days (currently 180). There will be no additional pay for this rescheduled workday.

Bargaining unit members will receive additional pay if workdays are rescheduled for reasons other than meeting state requirements for student instruction days.

19. SALARY

A. Entry Salary – Increase all starting salaries by 3.5%

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Account Clerk Typist	\$9.60	\$9.94	\$10.29
Benefits Assistant	\$10.67	\$11.04	\$11.43
Clerk	\$8.09	\$8.37	\$8.66
Receptionist Typist	\$8.53	\$8.83	\$9.14
Secretary	\$10.67	\$11.04	\$11.43
Sr. Account Clerk	\$9.86	\$10.21	\$10.57
Sr. Typist	\$9.60	\$9.94	\$10.29
Typist	\$8.53	\$8.83	\$9.14
Library Clerk	\$8.58	\$8.88	\$9.19
Senior Library Clerk	\$8.58	\$8.88	\$9.19

Student Records Spec. \$10.67 \$11.04 \$11.43

B. Promotional Increases

1. Promotional salary increase shall be the difference between the entry-level salary of the old title and the entry-level salary of the new title.

C. Salary Increases

1. Salary increases for continuing bargaining unit members.
2004-2005 – 3.7%
2005-2006 – 3.9%
2006-2007 – 3.9%

The District will provide the OPA with an additional .5% on the 2003-2004 salary schedule (\$4,738.00), to be distributed throughout the term of this agreement, as agreed upon by the parties, to adjust inequities in bargaining unit salaries.

- a. In the event that a bargaining unit member's hourly salary rate is less than the entry level salary after the member's salary increase for the school year has been applied, the bargaining unit member will receive the entry level salary in lieu of the percentage salary increase plus longevity payment (if applicable).

20. PAYCHECK DATES

- A. Employees represented by the Office Personnel Association will be paid in accordance with the payroll timesheet schedule established each year by the school district. An annual salary will be computed by multiplying the hourly rate by the number of regularly scheduled hours per day and then multiplying the result by the number of scheduled workdays (including paid holidays). The annual salary will be divided so that an equal amount of the annual salary will be paid in each paycheck.
 1. Any change in the hourly rate, the regularly scheduled number of work hours per day or the regularly scheduled number of workdays per year will result in a re-calculation and adjustment of the annual salary.
- B. The number of pay periods in which 10 month and 10.5 month employees will receive paychecks will be a choice of either twenty-two (22) pay periods per year or twenty-three (23) pay periods per year. If the district determines that these pay periods are not sufficient to prevent overpayment of wages, the Association agrees to re-negotiate this matter.

21. OUT OF TITLE WORK

NOTE: *Out of Title work does not apply to
Library Clerks and Sr. Library Clerks.*

It is recognized that special circumstances may arise that require bargaining unit members to perform work outside of their normal job duties. To the extent feasible, out-of-title work shall be limited to emergency situations.

Employees assigned to out-of-title work for more than two (2) consecutive work weeks shall be paid at the hourly rate for the job which they are assigned, subject to the following conditions:

- A. The appropriate job title for out-of-title work will be determined by the Broome County Department of Personnel, using a Civil Service job title questionnaire.
- B. The District shall have the option to pay according to the new job title or may change the duties of the employee so that he/she is working within his/her regular title. If the District chooses to pay according to the new job title, the pay differential will be determined by the promotional increase provisions contained in this contract.
- C. Out-of-title work will be temporary.
- D. Any salary increase due to out of title work will cease when the employee is returned to his/her regular title.
- E. Employees, including part-time bargaining unit members who substitute for absent full-time colleagues in a different job title, assigned to out-of-title work for more than two (2) consecutive weeks, shall be paid at the hourly rate for the job which they are assigned, subject to the conditions set forth in section A-D of this article.

22. DAMAGE TO PERSONAL PROPERTY

- A. The School District will reimburse Association members for loss or damage to personal property if said damage occurs in the performance of established duties and does not result from the fault or negligence of the employee.
- B. Reimbursement will be subject, in all cases, to a \$25.00 deductible factor and will never apply to items covered by personal insurance of any type held by Association members. Examples of personal insurance: homeowners policy, automobile insurance.
- C. Damage to automobiles and other objects not considered "part of the person" are excluded.

23. MANDATED INSERVICE

- A. Inservice programs which are required by the District shall be at District expense.
- B. All health office clerks may be required by the District in its discretion to maintain current Red Cross or American Heart Association certification in CPR and First Aid. The District shall provide training at no cost to the employee or reimburse the employee for registration fees for said courses. Reimbursement shall be limited to a maximum of \$35 per course. The District shall have the sole option of choosing the provider of the course of study. Bargaining unit members required to attend courses beyond the normally scheduled number of work hours will be paid their hourly rate for any course time that is beyond the normally scheduled number of work hours.
- C. In order to encourage greater growth and perfection of skills, the District will award credit to Office Personnel for courses on the following basis:
 - 1. Courses must have prior written approval by the immediate supervisor and the Assistant Superintendent for Administrative Services.
 - 2. Verification of attendance and completion of all course requirements must be provided to the district by the attendee.
 - 3. Payment for attendance and completion of approved inservice courses will be at the rate of \$10.00 per seat hour with a maximum of 9 credit hours or \$90.00 per member per school year. Credits earned in a school year are accumulative and payment for credits earned during the school year will be paid in the last pay period of the school year. Compensation will be a one-time lump sum payment that will not be added to the employee's base salary. Inservice courses eligible for compensation are those taken outside the member's scheduled workday.
 - 4. The District agrees to provide a total of \$1,000 per year for each year of this agreement to provide lump sum payments to bargaining unit members completing approved inservice courses in accordance with the provisions of this article. All funds provided by the District for inservice payments under the provisions of this article apply only to the contract period from July 1, 2004 through June 30, 2007. Any additional funds for inservice payment after June 30, 2007 will require the written agreement of the parties to this contract.
 - 5. A committee will be formed consisting of two (2) Association representatives and two (2) District representatives. The purpose of this committee will be to establish course offerings and/or workshops for bargaining unit members.

24. CONSENT TO CHANGE AGREEMENT

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in written and signed amendments to this Agreement.

25. PROFESSIONAL IMPROVEMENT

Officers or officials of the Association who have direct involvement with state or national conferences, may, at their own expense, attend the conference.

No salary will be lost.

26. HEALTH OFFICE CLERK AND OTHER NINETEEN-HOUR POSITIONS

Health office clerks who work longer than the 19-hour workweek for any reason, including kindergarten registration, physical examinations and the start of the school year will be paid for the work time and will not be required to take compensatory time off.

27. ABANDONMENT OF POSITION

Any permanent full-time employee in the competitive class or any non-competitive class employee subject to the benefits of a hearing under Section 75 of Civil Service Law who is absent from work without authorization for ten (10) or more consecutive workdays shall be deemed to have resigned from his/her position if he/she has not provided a satisfactory explanation for such absence on or before the eleventh workday following commencement of such unauthorized absence. This procedure shall be in lieu of the disciplinary procedures prescribed by Section 75 and Section 76 of Civil Service Law. Nothing in this article shall be construed to limit the rights of the District with respect to discipline or dismissal of employees.

28. RESIGNATION

- A. The Association agrees that office personnel must give a minimum of 30 days notice of intent to resign a position represented by the Office Personnel Association, except where a longer period of notification is specifically required by this contract.
 - 1. Written notice shall be sent to the Assistant Superintendent for Administrative Services.
 - 2. The day after such notice is received by the Personnel Office shall be considered the first day of the 30-day notice period.
- B. The Association further agrees that if an employee represented by the Association gives less than 30 days notice of resignation, the employee will have a responsibility to re-pay the District for any loss resulting from overpayment of salary or benefits to the employee.

29. EVALUATION

- A. Any evaluation shall be written and a copy given to the employee for his/her signature prior to its placement in the personnel file. Such signature does not necessarily indicate agreement with its contents. The employee shall have the

right to respond in writing to the evaluation, and that response shall be attached to the evaluation in the file.

- B. An evaluation form will be created and attached to the bargaining unit agreement. Said form will be mutually developed and approved by both the Association and the District.

30. GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an acceptable method for settlement of employee grievances over the interpretation of this Agreement.

Section 1 - Definitions

- A. A "grievance" is an alleged violation of the expressed written words in this Agreement.
- B. The "Association" is the Association of Office Personnel.
- C. A bargaining unit member is any person or group of persons in the negotiating unit covered by this Agreement.
- D. An "aggrieved party" is any bargaining unit member or group of members who believe he/she has been injured by the violation of this Agreement.
- E. The "principal" is a person holding the title or appointment in each school building or his designee.
- F. The "superintendent" is the chief executive officer of the district or his designee.
- G. A "day" is one work day when pupils were in attendance.

Initiation of Grievance

No grievance will be entertained unless the grievance has been presented at the first level within forty (40) work days after the bargaining unit member knew of the act upon which the grievance is based.

Section 2 - Grievance Procedure

Grievant must be present at all stages of the grievance; representatives may be in attendance with the grievant.

Level 1 (Administrator)

The aggrieved party shall discuss his/her grievance informally with the appropriate supervisor. If the informal discussion does not result in a satisfactory resolution, the

aggrieved party may, within five (5) days of the informal conference, submit the grievance to the appropriate supervisor on the approved grievance form.

The appropriate supervisor shall, within five (5) days of receipt of the formal grievance, render his decision in writing to the grievant.

Level 2 - (Superintendent)

Should the grievant be dissatisfied with the decision rendered at Level 1, he/she may within ten (10) days submit the grievance, the decision rendered at Level 1 and any supporting documents to the Superintendent for his consideration. The Superintendent may conduct a hearing. Within ten (10) days of the receipt of the grievance, the Superintendent shall render his determination and ruling in writing to the aggrieved party.

Level 3 - (Board of Education)

Should the aggrieved party be dissatisfied with the decision rendered at Level 2, the aggrieved party may within ten (10) days request a hearing with the Board of Education.

The Board of Education may conduct a hearing. Within ten (10) days after the hearing, the Board of Education shall render its decision in writing to the aggrieved party.

If the hearing is not conducted, the grievance automatically goes to Level 4, unless an extension of time has been agreed to.

Level 4

If the aggrieved employee is not satisfied with the disposition of his/her grievance at the Level 3, he/she may within ten (10) days, file written notice to the Superintendent of Schools for an appeal for arbitration.

The Association will request the assigning of a neutral from a list compiled by the Public Employment Relations Board, State of New York. This neutral shall have the authority to hold hearings and make procedural rulings. The Association, the Grievant and the Superintendent shall have standing to be heard at such hearing. All hearings shall be closed and no news releases shall be made concerning the progress of the hearing.

The decision of the above neutral is advisory to both the Association, the Grievant and the Administration. The decision of the neutral will be in writing and will set forth his findings of fact, reasoning and conclusion. The cost for the services, if any, shall be borne by the parties to the hearing.

31. MANAGEMENT RIGHTS

Except as validly limited by express provisions of this agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees; to administer appraisal (evaluation) and training programs; to take disciplinary action; to relieve its employees from duty because of lack of work or for other lawful prerogatives of the employer; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to

determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and facilities, methods, means and technology of performing work.

32. WELLNESS REIMBURSEMENT

The District will pay up to \$50 tuition reimbursement for up to seven (7) bargaining unit members to attend a smoking cessation program of their choice. Half of the reimbursement will be paid upon completion of the program, and the other half of the reimbursement will be paid after six months of remaining smoke-free. Written proof of tuition payment and proof of attendance shall be required to qualify for reimbursement.

33. FLEXIBLE SPENDING ACCOUNTS

Members of the bargaining unit will have the opportunity to participate in the District's flexible spending program (IRS 125 Plan). Employees will have the opportunity to set aside up to \$2,500 per year for un-reimbursed medical expenses and up to \$5,000 per year for dependent care. Employees participating in the flexible spending program will be responsible for paying the monthly administrative fee (via bi-weekly payroll deduction). The District reserves the right to choose the plan administrator for the flexible spending program.

It is understood that, as part of the flexible spending program, all bargaining unit members who have district provided health insurance will have the deductions for the employee share of the health insurance payment deducted on a premium credit basis (i.e. deductions are made on a pre-tax basis).

34. DEPARTMENT MEETINGS FOR LIBRARY CLERKS

One day every two months shall be reserved for department meetings. Meetings will be announced 72 hours prior to the meeting date. Meetings may be scheduled before or after normal work hours, but may not be scheduled to start later than 3:45 p.m. Bargaining unit members shall attend, without pay, two (2) department meetings annually for up to one (1) hour per meeting. If the annual number of department meetings exceeds two (2) per year, or of the length of any meeting exceeds one (1) hour, the employee will be paid at her appropriate hourly rate.

35. VACANCY NOTICES & POSTINGS

- A. Position vacancy notices will be posted for a minimum of five working days. The District will not permanently fill the vacancy until after the five-day posting period. Notice of the vacancy posting will be provided to the Association President.
- B. Appointments will be made in accordance with Civil Service regulations.

36. NO STRIKE CLAUSE

It is agreed by the association that it does not assert the right to strike against the school district, to assist or participate in such strike or to impose an obligation to conduct, assist or participate in such a strike.

37. EMPLOYEE ASSISTANCE PROGRAM

The parties shall implement an Employee Assistance Program (EAP). The District shall fund said EAP.

BY: James P. Coon
Dr. James Coon, Superintendent

BY: Ms. Carol Gordon
Ms. Carol Gordon, President, OPA

9/30/2004
Date

9/30/2004
Date

Appropriate resolution under Section 204 A of the Taylor Law - passed by the Board of Education on June 28, 2004.

Resolution number: 04-6-G58

Julienne Coonick
Julienne Coonick, Board Clerk

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MEMORANDUM OF AGREEMENT

between the

UNION-ENDICOTT OFFICE PERSONNEL ASSOCIATION

and the

UNION-ENDICOTT CENTRAL SCHOOL DISTRICT

1. The Union-Endicott Office Personnel Association filed an Improper Practice Charge with the Public Employment Relations Board alleging that the District violated Section 209-a.1(d) of the Public Employees' Fair Employment Act by changing a long standing practice that secretaries (senior typists) report to school one hour later on days when the start time for students is delayed one hour because of emergency conditions. The District does not agree with the Association position.
2. The District contends that there is no past practice that allows secretaries to report to school one hour later when school opening is delayed one hour. The District claims that it has the right to enforce the terms of the collective bargaining agreement that dictates that full-time employees in the bargaining unit shall work a 7 ½ hour day. Furthermore, the District believes it has the authority pursuant to the terms of its management rights clause to direct and assign employees and to otherwise control its operations consistent with its rights under the collective bargaining agreement. The Association does not agree with the District position.
3. The parties have agreed to resolve this dispute through the collective bargaining process rather than by continuing the current Improper Practice Charge (U-24246) current before PERB.
4. The District agrees that, until a successor to the current bargaining unit contract (which expires June 30, 2004) is negotiated, it will provide one hour of pay at the members current rate for each hour a member of the bargaining unit volunteers to report to work at the regular start time, or as soon as roads are passable, when the beginning of the school day for students is delayed because of emergency conditions. Members will be given the option for compensatory time, which must be used within a 30-day period from the date it is earned. The secretaries' immediate supervisor shall approve compensatory time. This agreement shall be without prejudice.
5. If the District is unable to find volunteers, the District may hire a non-bargaining unit member for the one-hour delay. This does not in anyway diminish the Office Personnel Associations right to exclusivity of said bargaining unit work.
6. The Office Personnel Association agrees to withdraw Improper Practice Charge U-24246.

Carol Agard
For the Association

8/11/03
Date

James J. Coon
For the District

7/25/03
Date

